

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In Re: : Bankruptcy No. 22-10259-TPA
Michael Wallace Yochum, : Chapter 13
Debtor :
: Related to Document No. 44
Michael Wallace Yochum, :
Movant :
: v.
: Nationstar Mortgage LLC, :
: AND :
: Ronda J. Winneccour/Esquire :
Chapter 13 Trustee, :
Respondents :

AMENDED CERTIFICATION OF LMP ELIGIBILITY AND READINESS

I. CERTIFICATION OF THE DEBTOR

I, Michael Wallace Yochum, am the debtor in this case and hereby certify that:

1. I will participate in the Court's *Loss Mitigation Program* (LMP) as set forth in *W.PA.LBR 9020-1 through 9020-7* in full cooperation with my undersigned counsel in good faith.
2. I understand and agree to the ongoing obligation to promptly provide information and documentation that may be reasonably requested by the Creditor during the LMP process.
3. I will make (or cause to be made) adequate protection payments to Nationstar Mortgage LLC in the amount of \$318.00 each month during the LMP period, pursuant to *W.PA.LBR 9020-3(f)*, unless and until otherwise ordered by the Court.
4. I understand that commencing the LMP is voluntary, and that I am not required to enter into any agreement or settlement with any other party, and no other party is required to enter into any agreement or settlement with me as part of the LMP.
5. I understand that I am not required to request dismissal of this case as part of any resolution or settlement that is offered or agreed to during the LMP.
6. I understand that if I do not fully comply with the requirements of the LMP, my participation in the LMP may be terminated.

Date: October 21, 2022

/s/ Michael Wallace Yochum
Debtor

II. CERTIFICATION OF COUNSEL TO DEBTOR

I, Daniel P. Foster, represent Michael Wallace Yochum (my "Client") in this case and hereby certify that:

1. I have discussed the details of the Court's *Loss Mitigation Program* (LMP) set forth in *W.PA.LBR 9020-1 through 9020-7* with my Client.

2. I performed adequate due diligence to determine my Client's eligibility for the LMP. As part of this process, I obtained and reviewed all loan documentation from my Client and confirmed all pertinent details of the Eligible Loan, including but not limited to, the following: (i) the complete loan number; (ii) the original loan amount, origination date and maturity date; (iii) the principal balance and interest rate; (iv) monthly principal, interest and escrow payments; (v) the specific amount of any arrears; (vi) any applicable balloon payments or other conditions of repayment; and (vii) the details of any previous activities related to modification of the loan. I also confirmed that the debtor is named on the applicable loan documentation, and I identified the complete name of the Creditor as registered on the Portal (to the extent the Creditor is registered on the Portal).

3. In light of my due diligence, I am aware of no reasons why the commencement of the LMP in this case would be futile or otherwise contrary to reasonable expectations of a successful outcome. I am moving for the commencement of the LMP because the mortgage payment and interest rate of the first mortgage are excessive in relation to my client's income.

4. I have fully complied with the requirements set forth in *W.PA.LBR 9020-2(b)(1), (2), and (3)* and I am prepared to upload the required documents to the Portal upon entry of the Loss Mitigation Order.

Date: October 21, 2022

Signed: /s/Daniel P. Foster, Esquire
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